

COLLECTIVE AGREEMENT

BETWEEN

MILFORD HAVEN CORPORATION

-and-

LOCAL UNION 1723

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Term of the Agreement:

November 1, 2020 — October 31, 2023

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THIS AGREEMENT made this day of , 2023.

Between: Milford Haven Corporation, Guysborough County, Nova Scotia,
hereinafter referred to as the "**Employer**"

AND: The Canadian Union Of Public Employees, (CUPE) Local 1723,
hereinafter referred to as the "**Union**"

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc;
3. to encourage efficiency in operations;
4. to promote the morale, well-being and security of all the employee and Casual employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Recognition of Management Rights

The Union recognizes that it is the function and the right of the Employer to manage the operation and to direct the work force of the Employer. The Employer shall not exercise its rights to direct the work force in a discriminatory manner.

1.02 Application of Management Rights

The Union agrees that the application of Management rights are vested exclusively with the Employer, and limited only where such rights are expressly abridged, modified by the particular provisions of this Collective Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Recognition of Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union No. 1723, as the bargaining agent for a bargaining unit consisting of employees and Casual employees of the Employer excluding supervisor and those equivalent to the rank of supervisor and office employees, and those excluded by paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Agreements with Employees

Except as may otherwise be agreed by the parties, no employee shall be required to make any verbal or written agreement which may conflict with the terms of this Agreement.

2.03 New Classification

Should a new classification within the bargaining unit be created during the term of this agreement, management and Union shall meet and decide on the rate of designation.

2.04 Existing Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

2.05 Application of the Collective Agreement

This collective agreement applies to permanent employees unless otherwise specified. This collective agreement does not apply to Casual employees or student employees except as provided in Appendix "B" or unless specifically referred to in particular Articles of the Agreement.

2.06 No Other Bargaining Agent

In respect of employee and Casual employees covered by this agreement the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with unless it is in compliance with the Trade Union Act.

2.07 On-the-Job Training

When an employee of this bargaining unit is selected for on-the-job training the Employer agrees that the employee shall suffer no loss of benefits or wages during the training period.

ARTICLE 3 - DEFINITION

3.01 "Regular Employee"

is an employee who is employed on a regular basis as a Full-Time or Part-Time employee and who has successfully completed the probationary period.

3.02 "Probationary Employee"

- (a) is one who has been in the employ of the Employer in the bargaining unit covered by this agreement for less than three hundred and thirty six (336) hours or three (3) months, whichever is more.
- (b) may, **subject to (c) below**, be dismissed at any time during the probationary period. On mutual agreement between the Employer and the Union, the probationary period may be extended.
- (c) **An Arbitrator's jurisdiction in any grievance filed relating to the dismissal of a Probationary Employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.**
- (d) After completion of this period seniority shall be carried from the original date of employment. Orientation hours are not included as part of the probationary period.

3.03 "Casual Employee"

is one who works on a day-to-day basis but does not work on a regularly scheduled basis. Casual employees are expected to be available for work as required. In the event that a casual is unavailable, the provisions of Appendix B, Section 4 (g) shall apply.

3.04 "Employee"

hereinafter referred to shall include all *regular employees (full-time and part-time)* who have completed the probationary period but shall exclude Casual employees.

3.05 "Part-time Employee"

is a regular employee who is employed on a regular basis and who has completed the probationary period but **whose defined and predetermined hours of work are less than the regular hours of a Full-Time employee.**

3.06 "Holiday"

means an eight (8) hour day.

3.07 "Service"

means years of service based on one year of service for every 2080 regular hours paid.

3.08 "Regular Hours Paid"

includes hours paid by the Employer, including Union Leave invoiced to the Union, including vacation, holidays and other leaves for which an employee and Casual employee is compensated by the Employer, but excludes overtime hours and hours paid by a third party (WCB, etc...).

3.09 "Full-Time Employee"

is a regular employee who is employed on a regular basis and who has successfully completed the probationary period and who works the regular hours of work set out in Article 14.01 (a) or Article 14.01 (d).

3.10 "Vacation Year"

is from January 1 to December 31 inclusive.

ARTICLE 4 - DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee and casual employee on grounds prohibited by the *Human Rights Act* of Nova Scotia nor by reason of their membership or activity in a labour union.

4.02 If a member of the bargaining unit is unable to perform the regular duties of their position due to any characteristic protected under the Nova Scotia *Human Rights Act*, the Employer, the affected employee (the "Employee") and Union shall meet to discuss and consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be

accommodated without causing undue hardship to the Employer, the Employee or the Union. The Employee shall participate and cooperate fully in this process.

4.03 Procedure for Evaluating and Accommodating Employees with Disabilities

- (a) The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.**
- (b) Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and the Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.**
- (c) The parties agree that, to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.**
- (d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and the Union from continuing the duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.**
- (e) Representative(s) of the Employer and Union, together with the affected employee, shall meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.**
- (f) The Employer, the Union and the Employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and the information regarding the requirements and duties of the employee's position.**
- (g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee.**
- (h) Agreements between the parties regarding the accommodation of employees shall be in writing. These agreements shall contain provisions regarding the process that will be followed by the parties if**

there is a change in the accommodated Employee's circumstances, including a lessening, changing or worsening of the Employee's disability.

- (i) The Union agrees to support accommodation measures which may require modification of the Collective Agreement provisions unless doing so would, in its determination, constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.**
- (j) The process ends when the Employer reaches the point that it considers to be undue hardship.**

4.04 Diversity

The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 10.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 All Employee and Casual employees To Be Members

All employees and Casual employees of the Employer, as a condition of continued employment, shall become and remain members of the Union.

5.02 All New Employee and Casual employees to Become Members

All new members shall, as a condition of employment, become and remain members of the union on their first day of employment.

5.03 Employer to Deduct Union Dues

The Employer agrees to deduct from every employee and Casual employee any monthly dues or assessments levied in accordance with the Union by-laws and owing by the employee and Casual employee to the Union.

5.04 Deduction of Dues

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St Laurent Blvd., Ottawa, Ontario, K1G 0Z7 on at least a monthly basis accompanied by a list of the names and classifications of Employees from whose wages the deductions are made.

ARTICLE 6 - MANAGEMENT LABOUR RELATIONS

6.01 Establishment of Committee

For the efficiency of the service it is agreed by both parties to this agreement that a Management-Labour Relations Committee be set up. The said Committee shall consist of not more than two (2) non-union persons appointed by the Employer, and not more than two (2) persons appointed by the Union.

6.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (i) Considering constructive exchange of all activities so that better relations shall exist between the Employer and the employees.
- (ii) Improving and extending services to the residents and their families.
- (iii) Promoting safety and sanitary practices.
- (iv) Reviewing suggestions from managers and employees, questions or working conditions and service (but not grievances).
- (v) Correcting conditions causing grievances and misunderstandings.
- (vi) Other matters of concern as mutually agreed.

6.03 Meetings of Committee

This committee shall meet **not less than three (3) times per year in January, April and September or at any other time as may be required by the Chairperson or the majority of the Committee Members.** In no event shall there

be a longer period than ten (10) calendar days following a written request to meet by either party unless otherwise mutually agreed by the parties.

Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent at Committee meetings.

6.04 Committee Joint Chairpersons

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be signed by the chairpersons and sent to the Committee members within fourteen (14) calendar days the meeting.

6.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, grievances or the administration of this Collective Agreement.

The Committee shall not supercede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 7 - UNION RECOGNITION

7.01 Employer to Acquaint New Employee and Casual employees

The Employer agrees to acquaint new employee and Casual employees with the fact that a union agreement is in effect and with the conditions of employment set out in Article 5.

7.02 Copy of Agreement

New employees and Casual employees shall be presented with a copy of this agreement by the Employer on commencement of employment; said copies to be supplied by the Employer.

7.03 Employee and Casual employees on Probation

An employee and Casual employee shall be considered to be on probation and shall not be entitled to any seniority rights until after the employee and Casual

employee has successfully completed the probationary period as defined in Article 3.02.

7.04 Service

if such employee and Casual employee shall be continued in the employ of the Employer after the expiration of the probation period their length of service shall be computed since date of last hire.

7.05 Provision of Information

The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) The name of each employee; and
- (b) the mailing address and telephone number (if available) of each employee; and;
- (c) the personal email address of each employee (if available); and
- (d) the employee's employment status (such as full-time, part-time, temporary, casual)

To ensure accurate information, all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 8 - SENIORITY

8.01 Seniority Defined

Seniority shall be from the last date of hire with the Employer and shall apply on a bargaining unit-wide basis. Seniority shall be a determining factor in layoffs, rehiring, transfers, promotions, demotion. Subject to the provisions of Article 15.05, selection for vacation and holidays and shift preference shall be approved based on departmental seniority.

8.02 Seniority List

- (a) An up-to-date seniority list shall be maintained by the Employer showing the names, classifications and date of hiring of all employees. Such a list shall be posted on a bulletin board in January of each year for sixty (60) days.
- (b) Should the Union or any employee or casual employee allege an error in a seniority list, a written objection must be given to the Employer within sixty (60) days of the date the Seniority list was first posted by the Employer. Upon proof of error, the

seniority list shall be corrected. The list or the corrected list, as the case may be, will be provided by the Employer to the Union and shall be deemed to be correct and accurate in all respects.

8.03 Bumping Procedure - Displacement of Most Junior Employees

- (a) Both parties recognize that employees covered by the collective agreement who receive Employer notice of lay-off(s) shall have the right to exercise their seniority to protect their employment by bumping.
- (b) An employee to be laid off, shall have the right to displace the least senior employee in the same or any classification for which they are qualified and have the ability to perform and provided they are senior to persons to be affected.
- (c) A reduction of hours of permanent Full-Time and permanent Part-Time employees who are regularly-scheduled shall constitute a lay-off and the provisions of Article 9 apply.

ARTICLE 9 - LAY-OFFS AND REHIRING

9.01 Job Security

Both parties recognize that job security should increase in proportion to their seniority. Therefore, in the event of lay-off within a classification, employees shall be laid off in the reverse order of their seniority. Former employees shall be re-employed in the order of their seniority providing they are qualified to do the work.

9.02 No New Employees

No new employees will be hired until the last laid off have been given a twenty-four (24) hours opportunity to express their intention of re-employment and must return no later than five (5) days after notice of intention.

9.03 Notice of Lay-Off

The Employer shall notify employees who are to be laid off seven (7) working days before lay-off is to be effective. If the employee laid off has not had the opportunity to work seven (7) full days after notice of lay-off, the employee shall be paid in lieu of work for the part of seven (7) days during which work was not made available.

9.04 Job Security

In the event that the Employer is required to provide custodial care to residents, such work will first be offered to employees in accordance with this agreement. If employees are unavailable, unqualified or unwilling to accept the shifts for custodial care, the Employer may hire externally. Anyone hired externally shall only be used to fill the duties of the specified position for a defined

period of time and will be excluded from the bargaining unit. The Union will be notified when such hirings are necessary.

Services, paid or unpaid, by family members of the resident and that are not required by the Employer are not subject to this provision.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Determining Vacancies

(a) Where:

- (i) A regular position vacancy exists; or
- (ii) A new position is created; or
- (iii) A temporary position vacancy of four (4) months or more exists;

and the Employer determines that the position is to be filled, a notice shall be posted.

(b) Should any Temporary Position subsequently become a permanent position, it shall be posted and filled in accordance with this Article.

10.02 Posting of Notice

Five (5) working days prior to filling any permanent staff change or promotion covered by the term of this agreement, the Employer shall notify the Union by posting notice of the position on the employee's bulletin board for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore, Such notice shall contain the following information: nature of position. No advertisement for additional employees shall be made until after such posting has been completed.

10.03 Use of Seniority in Promotions and Staff Changes

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service where skill, ability and qualifications are relatively equal. The successful applicant shall then be placed on probation for a period as defined in Article 3.02. Conditional on satisfactory service, such trial promotion shall become permanent after the probationary period as defined in Article 3.02. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period the employee shall be returned to their former position without loss of seniority and former rate of pay and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and former rate of pay. The Employer reserves the right to demote any employee who is on probation at any time during the probationary period.

10.04 The job selection process employed by the Employer may result in the awarding of the position to the most senior qualified applicant without an interview being conducted.

10.05 Only those positions which cannot be filled by a Bargaining Unit applicant possessing the required skills, abilities, and qualifications will be filled by a candidate from outside the Bargaining Unit.

10.06 Notification of the Union

(a) If the Employer does not intend to fill a vacancy it shall notify a representative of the Union.

(b) The Union shall be notified of all appointments, hiring, lay-offs, rehiring, and termination of employees.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Grievance Defined

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee and Casual employee(s) of the bargaining unit or the Union. It is the mutual desire of the parties hereto that grievances of employee and Casual employees shall be adjusted as quickly as possible, in the following manner and sequence and shall be in writing in all stages.

Informal Step — Step 1

a) An Employee(s) who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer shall first discuss the matter with their immediate management supervisor no later than five (5) working days after the date on which the employee became aware of the circumstances that gave cause for the complaint.

b) The immediate management supervisor shall answer the dispute within five (5) working days of the discussion unless the parties agree in writing to extend this time limit.

c) When any dispute cannot be settled by this informal procedure, it shall proceed in accordance with the formal grievance procedure contained in Article 11.

Step 2

The employee and Casual employee having a grievance shall present the grievance to the immediate management supervisor in writing within five (5) working days after circumstances give cause for complaint. A reply to the grievance shall be given by the supervisor within five (5) working days. The

shop steward may accompany the aggrieved employee and Casual employee in this step.

Step 3

Failing settlement in Step 2, the steward shall submit the grievance in writing, including the detailed nature of the grievance, to the Service Director or designate within five (5) working days. The Service Director or designate shall reply to the grievance in writing within five (5) working days.

Step 4

Failing settlement in Step 3, a Grievance Committee may present the grievance in writing to the Administrator or designate within five (5) working days. The grievance will be reviewed and the decision of the Administrator or designate will be given in writing within five (5) working days.

Step 5

Failing a satisfactory settlement being reached in Step 4 either party may on giving thirty (30) days notice in writing to the other party of its intention, refer the dispute to arbitration.

11.02 Dispute Involving a Question of General Application

Where a dispute involving a question of general application or interpretation occurs, or where the Employer, a group of employee and Casual employees or the Union has a grievance, Step 2 may be by-passed.

11.03 Employer Grievance

The Employer or the Union shall have the right to originate a grievance under Step 3 when the Employer has a grievance under this agreement or when an employee and Casual employee has refused to file a grievance after being requested to do so by the Union and alleged grievance directly affects the interests of other employee and Casual employees.

ARTICLE 12 - ARBITRATION

12.01 Appointment of Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement. Within five (5) working days thereafter each party shall agree to the appointment of an arbitrator or if the two parties fail to agree upon an arbitrator within five (5) workings days, the appointment shall be made by the Minister of Labour upon the request of either party.

12.02 Restriction of Arbitrator Selection

No person shall be selected as a member of an Arbitrator who:

- (a) is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;
- (b) has the pecuniary interest in the matter referred to the Arbitrator.

12.03 Arbitration Procedure

The Arbitrator may determine its own procedure but shall give full opportunity to all parties to present and make representation to it. The Arbitrator shall commence its proceedings within ten (10) days after the Arbitrator is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Arbitrator is constituted.

12.04 Decision of Arbitrator

The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend the agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within three (3) working days.

12.05 Fees and Expenses

The Employer and the Union shall equally split any costs not assumed by the Department of Labour for the fees and expenses of the arbitrator.

12.06 Extension of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this agreement.

12.07 Single Arbitrator

An Arbitration Board shall be used if mutually agreed. The decision of a majority shall be the decision of the Arbitrator.

ARTICLE 13 - DISCHARGE CASES

13.01 Dismissal for Just Cause

- (a) An employee may be dismissed only for just cause and only upon the authority of the Administrator. The Director of Nursing and the Director of Support Services can suspend an employee but shall immediately report such action to the Administrator. Such employee shall be advised promptly by the Administrator of the reason for such dismissal. Management reserves the right to determine incompetency. Except as may be mutually agreed between the parties, any proven incidents of theft against a fellow employee or resident, hitting, striking or any other form of physical abuse of a resident will result in immediate dismissal of the employee. This does not prevent any actions taken on the basis of reasonable safety concerns.
- (b) Just cause shall not include refusal of an employee to cross the picket line of a legal strike of the bargaining unit.

13.02 Disciplinary Meetings

Where an employee and Casual employee is required to attend a meeting with the Employer which may result in the employee and Casual employee receiving a reprimand, written warning, suspension, or discharge, the employee and Casual employee shall have the right to be accompanied by a shop steward or another Union representative. Except as may otherwise be mutually agreed, such meeting shall not be delayed for more than twenty-four (24) hours by the unavailability of the shop steward or union representative.

13.03 Discharge Meeting

An employee and Casual employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a meeting with the Administrator or designate, under Article 11, Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Regular Hours

- (a) During the time this agreement remains in effect all Full-Time employees covered by this agreement shall be required to work eight (8) hours per day, eighty (80) hours per two (2) week period.
- (b) Each eight hour shift shall include one-half (1½) hour meal period and two (2) fifteen (15) minute rest breaks.

- (c) The Employer agrees to allow the Dietary staff to continue the present one and one-half (1 1/2) hours off that they presently enjoy **when scheduled for a twelve (12) hour shift** or as mutually agreed.
- (d) The parties may mutually agree upon a twelve (12) hour shift schedule.
- (e) Should a shift having a greater number of hours become available twenty-four (24) hours or more prior to the beginning of the shift, the senior part-time employee shall be offered the opportunity to fill the shift provided the granting of such shift does not result in overtime and subject to the operational requirements of the Employer.

14.02 Overtime

Time worked in excess of eight (8) hours in one day or eighty (80) hours in two weeks shall be compensated for by the Employer granting to the employee pay or time in lieu of pay at a mutually agreed upon time at the rate of time and one half of the overtime worked. For the purposes of this provision, all regular hours paid shall be included in calculating the eighty (80) hours in two weeks.

14.03 Employees shall not be required to take a lay-off in lieu of receiving overtime pay.

14.04 Consecutive Shifts

No employee with the exception of Environmental and Dietary staff shall be required to work more than six (6) consecutive days without two (2) days off. In the event the employee consents to work more than six (6) consecutive days, the employee shall be paid time and one-half (1-1/2) for the time so worked, unless otherwise mutually agreed.

14.05 Guaranteed Length of Shift

If an employee is called in for work, the employee shall be guaranteed a minimum of four (4) hours per day.

14.06 Hours between Shifts

Except for twelve hour shifts, the Employer shall provide at least sixteen (16) hours rest between shifts unless otherwise mutually agreed.

14.07 Paid for Full-Time Shifts

When an employee is called later than the employee can possibly arrive before the beginning of a shift, the employee shall be paid for all hours of the full shift.

14.08 Call-Back

Any regularly scheduled employee who is called back to work outside employee regular working hours shall be paid for a minimum of four (4) hours at straight time or time off as mutually agreed.

14.09 Scheduling Weekends Off

- (a) Full-time employees shall be scheduled by the Employer for every second weekend off.
- (b) Part-time employees shall be scheduled on the time sheet for weekends off if notice of one (1) month is given or if mutually agreed if less than one (1) month's notice. Should the Employer receive more than (1) request with the month's notice, then the weekend off shall be scheduled by seniority.

14.10 The Employer agrees to maintain the status quo with respect to providing meals to employees (who are required to work overtime).

14.11 When the Employer is calling to fill shifts where they have at least three (3) days notice of the vacant shift, the Employer shall call employees in the appropriate order set out in this agreement, and where there is no answer at the employees' contact number shall leave a message and will grant that employee twenty (20) minutes to return the call before moving down to the next employee on the call in list.

14.12 In the event that the Employer requires, through mandating, an Employee to work past the scheduled end of their shift without the right to leave until a replacement arrives, the Employee shall be compensated at one and a half (1.5x) the Employee's regular hourly rate for the first four (4) continuous hours. An Employee who works in excess of four (4) continuous hours of mandated overtime shall be compensated at a rate of two times (2x) the Employee's regular hourly rate for the mandated overtime worked in excess of the first four (4) hours *of mandated overtime.

ARTICLE 15 - HOLIDAYS

15.01 Legal Holidays

The following shall be considered holidays for the purpose of this Agreement:

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

In terms of applicable time off, full-time employees are entitled to ninety-six (96) holiday hours per year which shall be pro-rated for part-time employees.

15.02 Holiday on Scheduled Day-off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within thirty (30) days before the holiday or at another time following the holiday as mutually agreed. For Part-Time employees, the provisions will be pro-rated.

15.03 Qualifying for Holidays

- (a) Subject to the provisions of Article 15.04, Full-Time employees shall be entitled to time off with pay for the holidays listed in 15.01.
- (b) In order to qualify for Holiday pay, Part-Time employee will be granted statutory holiday time off with pay only when they have accrued sufficient holiday hours. Part-Time employee shall accrue holiday hours on the basis of eight (8) paid holiday hours for each **one hundred and sixty (160)** regular hours paid.

15.04 Compensation for Work on Holiday

- (a) If an employee and Casual employee is scheduled to work or called in to work on a Holiday, the employee and Casual employee shall receive time and one-half (1-1/2) for all hours worked.
- (b) In addition to this overtime pay, the Full-time employee shall receive
 - i) regular pay for one (1) day **(8 hours)**,
 - or
 - ii) one day off with pay **(8 hours)** added to their annual vacation. or
 - iii) another day off with pay **(8 hours)** at a time mutually agreed.
- (c) For Part-Time employees, the entitlement in lieu of the provision of Article 15.04 (b) will be pro-rated and shall be granted in accordance with the accrued entitlement as set out in Article 15.03(b).

15.05 Christmas and New Year's Day as Holidays

- (a) Each employee shall receive either Christmas Day or New Year's Day off on the actual day, unless mutually agreed otherwise between the employee and the Employer. The granting of holiday time off for Christmas Day and New Year's Day shall be done in an equitable manner, that is, if an employee has Christmas Day off

one year, they will be granted New Year's Day off the following year unless mutually agreed otherwise by the Employer and the employee. Seniority will not be the governing factor.

- (b) An employee who is scheduled to work a shift on Christmas Day shall not be scheduled to work any shift on January 1st, unless mutually agreed otherwise. An employee who is scheduled to work a shift on January 1st shall not be scheduled to work any shift on December 25, unless mutually agreed otherwise.
- (c) **Where an Employee is scheduled to be off on Christmas Day or New Year's Day in rotation annually, the Employer will endeavour to schedule the Employee off for Christmas Eve or New Year's Eve, respectively, while still meeting the staffing needs of the Home. Although it is in the Employer's best interests to provide Christmas Eve or New Year's Eve off, the staffing needs of the Home are the priority.**

ARTICLE 16 - VACATIONS

16.01 Vacation Entitlement

- (a) Every employee covered by this Agreement, following completion of one (1) year's continuous service with the Employer, shall be entitled to an annual vacation with pay on the basis of one hundred and twenty (120) hours paid;
- (b) After completion of eight (8) year's service with the Employer, employees shall be entitled to an annual vacation with pay on the basis of one hundred and sixty (160) hours paid;
- (c) After completion of fifteen (15) years' service with the Employer, employees shall be entitled to an annual vacation with pay on the basis of two hundred (200) hours paid;
- (d) After completion of twenty (20) years' service with the Employer, employees shall be entitled to an annual vacation with pay on the basis of two hundred and forty (240) hours paid;
- (e) **Vacation will be pro-rated for Part-Time employees based on the hours worked in the previous vacation year.**

16.02 Holidays Falling on Vacation Dates

Each employee covered by this agreement shall receive an additional day's vacation for each legal holiday that occurs during the employee vacation period, to be taken at a time mutually agreeable to such employee and the Employer.

16.03 Vacation Carryover

Employees shall not be entitled to carry their vacations from one calendar year to the next without the approval of the Employer. In the event that an Employee is unable to take their vacation in a year due to illness, or where the Employer is unable to grant vacation in a year, the Employee shall be permitted to carry over the unused vacation to be taken at a time mutually agreed within the next vacation year.

16.04 Vacation in December

No vacation shall be taken during the period between December 15th and January 5th except by mutual agreement.

16.05 Unbroken Periods of Vacation

Employees may receive employee vacation in an unbroken period, subject to the requirements of the home and on the basis of seniority.

16.06 Vacation Preference

The employees shall indicate their vacation preference on the vacation request slip not later than March 31st of each year. The Employer shall post the approved list for all employees not later than April 30th of each year. The list shall be posted on the employees' bulletin board and the nurses station bulletin board and shall remain posted for the remainder of the year. Changes to the approved list can only be made by mutual consent of the parties affected. Any vacation requests not included on the employee's vacation request slip shall be approved on a first-come, first-served basis.

16.07 Substitution for Vacation

- (a) Where it can be established by the Employee with the production of a medical certificate that a serious illness or serious accident occurred during the Employee's scheduled vacation days and that the illness or accident was such that the vacation plans of the employee were interrupted, the vacation days lost due to such illness or accident may be taken as sick days from the accrued sick bank. The lost vacation days may then be rescheduled at a later time mutually agreed between the Employer and the Employee.
- (b) An Employee who has scheduled their vacation and becomes sick or disabled prior to the scheduled vacation and notifies the Employer and provides proof satisfactory to the Employer prior to the scheduled vacation, shall be permitted to use sick leave credits and to cancel and reschedule the vacation at a later date in accordance with Article 16.

16.08 Staffing on Vacations

The Employer will provide full quota of staff during vacations, bereavement leave and sick leave periods in all departments. Instances where the Employer has attempted to provide for replacement of staff and not been successful, through no fault or their own, it shall be assumed that the Employer has met the requirements of this Article.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Defined

Sick leave is an indemnity benefit and not an acquired right. It is a benefit to help employees through periods of absenteeism due to illness or injury for which compensation is not payable under the *Workers' Compensation Act* of Nova Scotia. Regular attendance on the job is the responsibility of the employee and may be reviewed in terms of its effect and/or in terms of its cause.

17.02 Accumulation of Sick Leave

Each full-time employee will be credited with sixteen (16) hours per month sick leave (which shall be pro-rated for part-time employees based on regular hours paid) with a maximum entitlement of fifteen hundred and sixty (1560) hours. Sick leave of more than two (2) consecutive days will be granted on sufficient evidence of a bona fide illness in the form of a medical certificate. Where the Employee's physician charges a fee for a required medical certificate, the Employer will reimburse the Employee for the cost of the fee provided the Employee has submitted the official receipt from the Doctor to the Employer. No sick leave of more than two (2) consecutive days will be paid to any employee unless the employee has submitted to the Employer a medical opinion before the end of the pay period for which the employee is claiming sick leave. Nothing in this article shall restrict the Employer from requiring a medical certificate for absences of two (2) days or less if the Employer has a reasonable suspicion that such sick leave has been inappropriately taken.

17.03 Doctor Preference

The Employer recognizes that it is the right of the employee to utilize the doctor of employee choice.

17.04 Leave for Medical, Dental and Specialist Appointment

The Employer agrees to grant employees up to sixteen (16) hours per year for Medical, Dental, and Specialist Appointments, which cannot be arranged outside the employees working hours. These hours will be deducted from an employee's sick leave credit and will not be cumulative from year to year. Confirmation of appointment to Service Director must be made three (3) weeks prior to appointment.

17.05 Return to Work from Extended Illness

Any illness in excess of fifteen (15) working days, the Employer may require a Doctor's certificate stating that the employee is able to return and do their required job duties.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 Bereavement Leave Entitlement

Immediate Family is defined as:

The Employee's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law, legal guardian and the legal ward of the Employee.

The "in law", "legal" and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time of the benefit is claimed.

- (a) In the event of a death in the Employee's Immediate Family, the Employee shall be granted five (5) consecutive days leave of absence effective midnight following the death. The Employee shall be paid for all shifts they would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (b) Two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Employee's normally scheduled working day.
- (c) If an Employee is on vacation at the time of the bereavement leave, the Employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation credits.
- (d) An Employee who would be on a leave of absence other than compassionate leave or for any reason other than bereavement leave would not be considered at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.
- (e) If a death occurs in the Employee's Immediate Family when the Employee is at work, the Employee shall be granted leave without pay for the remainder of their scheduled shift.
- (f) Should the service or internment of a person for whom an Employee is entitled to bereavement leave be held outside the period immediately following the death, the Employee shall be entitled to defer all or a portion of the leave to which they are entitled, if any remains, to be taken to attend the service or internment.

ARTICLE 19 - WAGES

19.01 Wage Retroactivity

The Employer agrees that effective on the dates set out in Appendix "A", all employee and Casual employees covered by this agreement shall be paid in accordance with the rate of pay for each position as set out in Schedule "A", annexed hereto and forming part of this agreement. Otherwise all the provisions of this Collective Agreement shall become effective on the date of signing of this Collective Agreement.

19.02 Pay Days

Pay days shall be by direct deposit on Friday **bi-weekly**.

19.03 Error in Wages

In the event that an error is made that results in an employee or casual employee not receiving wages earned in any one pay period, the Employer shall adjust the error and pay the adjustment as soon as practical, but in any event the adjustment shall be paid on the next pay of the employee or casual employee. In the event that the error is in excess of seventy-five dollars (\$75.00), the Employer shall endeavour to adjust the error and pay the adjustment within two (2) business days of the error having been identified.

19.04 Shift Premium

All employees shall receive a shift premium for all regular hours worked between 1900 hours and 0700 hours of **\$2.25 per hour**.

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective the date of ratification and shall be applicable to all hours worked, including overtime hours worked, between 1900 hours and 0700 hours.

19.05 Weekend Premium

All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday of **2.25 per hour**.

The weekend premium shall increase to two dollars and thirty five cents (\$2.35) per hour, effective the date of ratification and shall be applicable to all hours worked, including overtime hours worked, between midnight Friday and midnight Sunday.

19.06 Split Shift Premium

Any Dietary staff working split shift shall receive a differential of **ten dollars (\$10.00)** per shift. This premium shall also apply to employees who work with the breakfast program.

19.07 Probationary Rate

All new employees and Casual employees are to be paid at the previous year's rate until they have successfully completed their probationary period as defined in Article 3.02, at which time they can become members of CUPE Local 1723 and obtain the prevailing rate of pay. This provision shall not apply to PCWs.

19.08 Temporary Assignment to a Higher Classification

When an employee is temporarily assigned to perform work in a higher classification than their normal rate for more than eight (8) hours in one (1) week, the employee shall be paid the higher rate. Should an employee be temporarily assigned to perform work in a lower classification, the employee shall continue to receive their normal rate of pay.

19.09 Responsibility Pay

Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (prorated for a shift of more or less than 8 hours) in addition to their regular hourly rate.

19.10 LPN Facility Pay

In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.

No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay under Article 19.09.

19.11 25 Year Service Salary Increment – LPNs

Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

ARTICLE 20 — LEAVE OF ABSENCE

20.01 Leave for Union Business/Medical Attention

The Employer shall make every reasonable effort to grant employees leave of absence, subject to the staffing requirement of the Home. Such leave of absence without pay may be arranged by mutual consent between the Employer and employee to this agreement for Union business, or medical attention. A limit of any two (2) members may be granted leave under this clause at any one time. This Article 20.01 does not apply to periods of unpaid sick leave.

20.02 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in direct negotiations with the Employer. This Article does not apply to participation in a provincial negotiating committee.

20.03 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in grievance and arbitration procedures.

20.04 Unpaid Leave of Absence

Subject to prior approval of the Employer, an employee may receive an unpaid leave of absence for any other good reason. The Union shall be notified when such leave of absence is granted an employee if such leave involves more than one (1) working day.

20.05 Jury or Witness Duty

Leave of absence without loss of regular pay shall be given to an employee other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness by virtue of their employment with the Employer for a Milford Haven employment related matter in any proceedings for.
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it

- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The employee shall advise the Employer as soon as possible after receipt of a jury notice or subpoena and produce the notice or subpoena to the Employer if requested.

20.06 Payment of Fees to the Employer

An employee given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the employee receives as court fees except any expense money received by the employee.

20.07 Leave for Storm or Hazardous Conditions

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:

1. Take the absent time as unpaid; or
2. Deduct the absent time from accumulated overtime, holiday time or vacation; or
3. When the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

20.08 Domestic Violence

Employees will be granted Domestic Violence Leave in accordance with the *Labour Standards Code* of Nova Scotia.

ARTICLE 21 - PREGNANCY, PARENTAL, AND ADOPTION LEAVE

21.01 Employees shall be entitled to Pregnancy, Parental, and Adoption Leave in accordance with the *Labour Standards Code*, as may be amended from time to time.

21.02 Written Request for the Leave

A pregnant employee and Casual employee shall provide the Employer with a written request for such leave at least two weeks prior to the begin of the leave.

21.03 Medical Verification

The Employer may require medical verification of the employee and Casual employee's condition at the conclusion of the period of the leave of absence that the employee and Casual employee is physically able to resume normal duties upon return.

21.04 Employer Required Leave

Nothing in this agreement shall restrict the Employer from requiring a pregnant employee and Casual employee, prior to their confinement, to go on such leave of absence on the grounds that their physical conditions while at work constitutes a hazard to themselves, their fellow workers, or is interfering with their ability to perform their work.

21.05 No Loss of Seniority or Benefits

Leave of absence for pregnancy shall be granted with no loss of seniority or accumulated benefits.

ARTICLE 22 - DRUG & ALCOHOL

22.01 Rehabilitation Program

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement, the Employer and the Union agree to co-operate in encouraging employee and Casual employees afflicted with alcoholism or drugs to undergo a co-ordinated program directed to the objective of their rehabilitation.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Job and Resident Orientation

The Employer agrees that a reasonable length of time will be spent to properly orientate any new employee and Casual employee in relation to health and safety practices, for example: location of exits, stairways, fire extinguishers, etc. The Employer agrees to make reasonable provisions for the safety and health of the employee and Casual employees.

23.02 Joint Health and Safety Committee

The Employer and the Union shall comply with the provisions of the *Occupational Health and Safety Act* of Nova Scotia and regulations made pursuant thereto.

23.03 Workers' Compensation

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits. (Guidelines for payment of this supplement are set out in Appendix "D".)
- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Pension Plan, existing Group Health and existing Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans. This amendment will take effect on the date of ratification.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in a return to work program during a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

23.04 Workplace Violence

The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 24 - BENEFIT PLANS

24.01 Cost Shared Group Plan

The Employer and the employee shall continue to cost share the premiums of the Group Health Benefit Plan and Group Life Insurance while an employee is off on Maternity, Parental, Adoption Leaves for the full period of the leave and Unpaid Sick Leaves for up to three (3) months. The Employer shall pay sixty-five (65) per cent of the premium and the employee thirty-five (35) per cent. The 65 -35 cost sharing applies to the group medical plan only and does not apply to other insurance premiums. Such plan will include the employee and Casual employee's spouse.

24.02 Pension Plan

The Employer agrees to continue with the existing Pension Plan.

24.03 Dental Plan

The Employer agrees to continue participate in the existing Dental Plan (or equivalent) with a 50/50 Employer/Employee cost sharing of premiums. All eligible employees excepting those Employees who choose any spousal opt-out options which may be available under the dental plan must participate in the dental plan.

ARTICLE 25 - GENERAL PROVISIONS

25.01 Accommodation

Accommodation shall be provided for employees and Casual employees to have their meals and keep their clothing. The staff lunch room shall be equipped with a refrigerator.

25.02 Bulletin Board

The Employer shall provide a bulletin board in the staff room upon which the Union shall have the right to post notices of meetings and such other notices as maybe of interest to the employee and Casual employees.

25.03 Personnel Record of Employee and Casual employees

With the exception of a suspension, previous discipline of an employee or Casual employee, including letters of reprimand or any other adverse reports, shall not be used against them at any time after eighteen (18) months has elapsed since the employee or Casual Employee received the discipline. Suspension shall not be used against an employee or Casual Employee after twenty-four (24) months have elapsed from the end of the period of suspension.

25.04 Meals

The Employer will provide Union and non-union employees and Casual employees one (1) meal per eight (8) hour shift and two (2) meals per twelve (12) hour shift at the Employer's cost of five dollars (\$5.00). The employees and Casual employees agree to notify the Dietary Department no later than three (3) hours before meal time every day if they desire a meal to be provided.

25.05 Personal Loss

- (a) Eye glasses, contact lenses, dentures and/or hearing aids damaged by a resident while an employee and Casual employee was performing employee and Casual employee duty shall be replaced by the Employer.
- (b) The employee and Casual employee will be responsible for reporting such an incident to employee and Casual employee supervisor immediately in writing with copies to the Administrator and the President of CUPE Local 1723.

25.06 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

ARTICLE 26 - UNIFORM ALLOWANCE

26.01 Employees Required to Wear Uniforms

Where employees are required to wear uniforms at work, the Employer shall pay each employee a uniform allowance at the rate of eighty dollars (\$80) per year, payable June 15th. This provision shall be pro-rated for Part-Time employees on the basis of regular hours paid. Employees in the Dietary and Recreation Departments shall receive an additional twenty dollars (\$20.00) per year payable on June 15th for the purpose of purchasing aprons. For Dietary Staff, aprons must be worn while on duty and must meet

FOR THE UNION:

David J. H.

Andrew L.
\$0

FOR THE EMPLOYER:

Orion Will

Jana Duncan

the standards in the Employer's policies. For Recreation Staff, aprons must be worn when required and must meet the standards in the Employer's policies.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting Out

Except for service agreements with the Nova Scotia Health Authority, the Employer shall not contract out work of the bargaining unit which will result in the termination, lay off or reduction of hours for members of the Bargaining Unit as a direct result of such contracting out. This provision does not apply in temporary emergency situations when employees are not readily available to perform required work.

ARTICLE 28 - CORRESPONDENCE

28.01 Notification Addresses of the Parties

Any correspondence between the parties during the life of the agreement shall be addressed to the following respective parties:

- (a) The Administrator of Milford Haven Corporation; and
- (b) the President, Local 1723, Canadian Union of Public Employees (C.U.P.E.).

ARTICLE 29 - TERM OF AGREEMENT

29.01 Term of the Agreement

This Agreement shall be binding and remain in effect from November 1, 2020 to October 31, 2023 and shall be renewed automatically from year to year thereafter unless one of the Parties notifies the other, in writing at least sixty (60) days prior to the expiration of this Agreement, of its intention to terminate or seek amendments to this Agreement.

29.02 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials the day and first above written:

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this 29 day of *November*, 2023.

**APPENDIX "A"
WAGES**

only 1 wage grid prior to Feb 10, 2022

PCW (Without Course)			2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
			0.50%	1.50%	1.50%		3.00%	0.50%
Start	Annual	_____	_____	_____	_____	\$37,634	\$38,763	\$38,957
	Hrly	_____	_____	_____	_____	18.0933	18.6361	18.7293
After 1 Year	Annual	_____	_____	_____	_____	\$38,391	\$39,543	\$39,741
	Hrly	_____	_____	_____	_____	18.4574	19.0111	19.1061
After 2 Years	Annual	_____	_____	_____	_____	\$39,146	\$40,321	\$40,522
	Hrly	_____	_____	_____	_____	18.8204	19.3850	19.4820
After 3 Years	Annual	_____	_____	_____	_____	\$39,879	\$41,075	\$41,281
	Hrly	_____	_____	_____	_____	19.1726	19.7478	19.8465
After 4 Years	Annual	_____	_____	_____	_____	\$40,635	\$41,854	\$42,063
	Hrly	_____	_____	_____	_____	19.5361	20.1222	20.2228

Red Circled uncertified PCW Feb 10, 2022

only 1 wage grid prior to Feb 10, 2022

PCW (With Course) AKA * CCA			2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
			0.50%	1.50%	1.50%	DOH SET	3.00%	0.50%
Start	Annual		\$36,529	\$37,078	\$37,634	\$44,660	\$46,000	\$46,230
	Hrly		17.5621	17.8259	18.0933	21.4712	22.1153	22.2259
After 1 Year	Annual		\$37,265	\$37,824	\$38,391	\$45,572	\$46,939	\$47,174
	Hrly		17.9157	18.1846	18.4574	21.9096	22.5669	22.6797
After 2 Years	Annual		\$37,999	\$38,568	\$39,146	\$46,502	\$47,897	\$48,137
	Hrly		18.2687	18.5423	18.8204	22.3567	23.0274	23.1426
After 3 Years	Annual		\$38,708	\$39,290	\$39,879	\$47,451	\$48,875	\$49,119
	Hrly		18.6097	18.8892	19.1726	22.8130	23.4974	23.6149
After 4 Years	Annual		\$39,443	\$40,035	\$40,635	\$48,419	\$49,872	\$50,121
	Hrly		18.9633	19.2474	19.5361	23.2784	23.9767	24.0966

LPN		2020/10/22 DOH SET	2020/10/31 0.50%	2020/11/1 1.50%	2021/11/1 1.50%	2022/11/1 3.00%	2023/10/31 0.50%
Start	Annual	\$54,963	\$55,238	\$56,066	\$56,907	\$58,615	\$58,908
	Hrly	26.4245	26.5566	26.9550	27.3593	28.1801	28.3210
After 1 Year	Annual	\$56,222	\$56,503	\$57,351	\$58,211	\$59,957	\$60,257
	Hrly	27.0298	27.1650	27.5724	27.9860	28.8256	28.9697
After 2 Years	Annual	\$57,437	\$57,724	\$58,590	\$59,469	\$61,253	\$61,559
	Hrly	27.6139	27.7520	28.1683	28.5908	29.4485	29.5958
After 3 Years	Annual	\$59,029	\$59,324	\$60,214	\$61,117	\$62,951	\$63,265
	Hrly	28.3793	28.5212	28.9490	29.3833	30.2648	30.4161
After 25 years on Ratification *3.5% Salary Increment	Annual					Effective Date of Ratification \$65,154	2023/10/31 0.50% \$65,480
	Hrly					31.3240	31.4807

Recreation Worker		2020/10/31 0.50%	2020/11/1 1.50%	2021/11/1 1.50%	2022/11/1 3.00%	2023/10/31 0.50%	
Probationary Rate	Annual	\$40,881	\$41,494	\$42,117	\$43,380	\$43,597	
	Hrly	19.6541	19.9491	20.2484	20.8558	20.9601	
Regular Rate	Annual	\$41,576	\$42,200	\$42,833	\$44,118	\$44,338	
	Hrly	19.9882	20.2883	20.5926	21.2104	21.3164	
General Worker (Food Service / Environmental)		2020/10/31 0.50%	2020/11/1 1.50%	2021/11/1 1.50%	2022/11/1 annualized increase \$1,950	2022/11/1 3.00%	2023/10/31 0.50%
Probationary Rate	Annual	\$34,142	\$34,653	\$35,173	\$37,123	\$38,237	\$38,428
	Hrly	16.4144	16.6601	16.9101	17.8476	18.3830	18.4749
Regular Rate	Annual	\$34,722	\$35,245	\$35,774	\$37,724	\$38,855	\$39,050
	Hrly	16.6933	16.9446	17.1988	18.1363	18.6804	18.7738

Cook II		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$45,297	\$45,976	\$46,666	\$48,066	\$48,306
	Hrly	21.7774	22.1041	22.4356	23.1087	23.2242
Regular Rate	Annual	\$46,067	\$46,758	\$47,459	\$48,883	\$49,127
	Hrly	22.1475	22.4797	22.8169	23.5014	23.6189
Physio Aide		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$41,256	\$41,874	\$42,503	\$43,778	\$43,996
	Hrly	19.8344	20.1319	20.4339	21.0469	21.1521
Start	Annual	\$41,933	\$42,562	\$43,200	\$44,496	\$44,719
	Hrly	20.1602	20.4626	20.7694	21.3925	21.4996

Notes:

1. All hourly rates are based on 2080 hours.
2. For greater clarity, part-time employees will receive the same hourly rate as full-time employees based on hours worked.
3. Any red circled employee will continue to be red circled until the rate for the position matches or exceeds the red circled rate at which time the employee will receive the rate of pay for the position.
4. **General Economic Increases**
In the event there is a general economic increase(s) for LPNs negotiated in the Health Authority sector, for a collective agreement which has a contract term November 1, 2020 - October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) for LPNs may be applied to this agreement.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2020 - October 31, 2023, in the Health Authority sector that increases the compensation of the LPN classification within Health Authority sector, the classification may be adjusted to the higher of the two rates.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

Appendix "B"
Terms of Employment for Casual Employees

Section 1: WAGES & BENEFITS

- (a) Casual Employees shall be paid the classification rate for which they were hired.
- (b) In lieu of the benefits provided to Full-Time and Part-Time employees under the collective agreement, Casual Employees shall be compensated with a supplementary payment in each biweekly period equal to:
 - (i) for vacation — in accordance with the provisions of the *Labour Standards Code* and shall increase on anniversary dates set out in the *Labour Standards Code*, and
 - (ii) for all other benefits — two (2%) percent of their earnings.

Section 2: GROUP BENEFITS

- (a) Casual Employees shall be entitled to participate in the Group Life and/or Group Health *Plan(s)* in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the 50% cost sharing of the respective benefits as provided to regular Employees under the collective agreement but only for those Casual Employees agreeing to pay their respective share while participating in the Group Life and/or Group Health *Plan(s)*.

Section 3: SCHEDULING

- (a) Casual Employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual Employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual employee shall be provided with work or be paid for the cancelled shift.

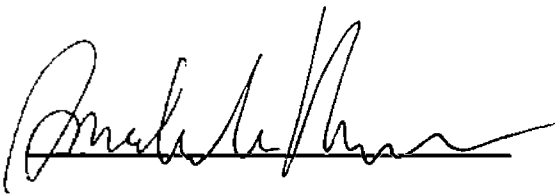
Section 6: COLLECTIVE AGREEMENT APPLICATION

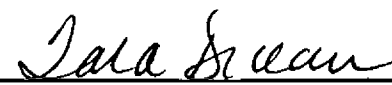
The provisions of the Collective Agreement do not apply to the Casual employees except where specifically provided in the Agreement.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this ^{27th} day of November, 2023.









Section 4: AVAILABILITY

- (a) Casual Employees may be assigned shifts in accordance with operational requirements.
- (b) Shifts shall be assigned according to date of hire where possible.
- (c) There is no guarantee of hours for Casual Employees.
- (d) Only eighty (80) hours will be offered in any given pay period (2 weeks). If a shift or shifts are refused, the hours will be deducted from the # of hours offered.
- (e) Casual Employees are entitled to one (1) weekend a month off on request in writing four (4) weeks prior to requesting time off (i.e. Friday - Saturday or Saturday - Sunday).

Should the Employer receive more than one (1) request for the same weekend, with the four (4) weeks notice, then the weekend off shall be scheduled by seniority.

- (f) In the event that a Casual Employee does not work **forty (40) hours in a calendar quarter**, excluding approved periods of unavailability, such employee will be removed from the payroll and cease to be an employee.

Section 5: CASUAL SENIORITY

- (a) A Casual employee shall not accumulate any bargaining unit seniority as defined in Article 8 of the Collective Agreement.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual employees are deemed relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual Employee with the greater **number** of hours worked will be given preference.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALTY Not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered "certified." Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE In a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

Appendix "C"
LPN Practice Premium

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES
POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or may choose to take voluntarily regardless of the location or service they work.

Orientation education DOES NOT qualify towards this premium.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

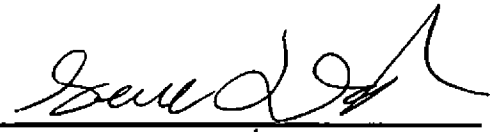
The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

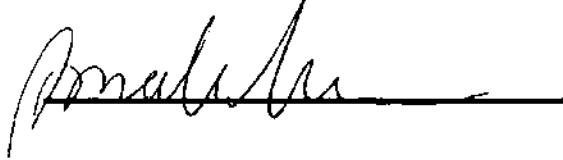
If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

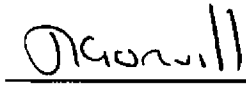
DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this 29th day of November , 2023 .


FOR THE UNION:

FOR THE EMPLOYER









Appendix "D"
Guidelines for WCB Supplement from Sick Leave

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (hereinafter referred to as "TERB") received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB pursuant to its policy for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreement provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in the their sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.


DATED in the town of Guysborough in the County of Guysborough, Nova Scotia

this ^{29th} day of November, 2023.

For the Union:

For the Employer:









Memorandum of Agreement

Between:

Milford Haven

and

CUPE, Local 1723

12 Hour Shifts

The Employer and the Union agree that the Employer may continue to implement 12 hour shifts at Milford Haven. The current collective agreement shall continue to apply except that the clauses set out below will replace their numbered equivalent in the collective agreement, but only in respect of employees who work 12 hour shifts.

14.01 Regular Hours

- (a) During the time this agreement remains in effect, all Full-Time employees covered by this agreement shall be required to work two hundred and forty (240) hours in a six (6) week rotation comprised of twelve (12) hour shifts or a combination of twelve (12) and eight (8) hour shifts.
- (b) Each twelve (12) hour shift shall include one (1) sixty (60) minute meal period, one third (1/3) of which may be used with one (1) of two (2) fifteen minute rest breaks. Each eight hour shift shall include one-half (1/2) hour meal period and two (2) fifteen (15) minute rest breaks.

14.02 Overtime

Time worked in excess of twelve (12) hours in one day or eighty (80) hours in two weeks shall be compensated for by the Employer granting to the employee pay or time in lieu of pay at a mutually agreed upon time at the rate of time and one half of the overtime worked. For the purposes of this provision, all regular hours paid shall be included in calculating the eighty (80) hours in two weeks.

14.03 Consecutive Shifts

No employee working twelve (12) hour shifts, with the exception of Environmental and Dietary staff, shall be required to work more than four (4) consecutive days without one (1) day off. No employee working a combination twelve (12) hour and eight (8) hour shifts, with the exception of Environmental and Dietary staff, shall be required to work more than the equivalent number of consecutive days that equal forty-eight (48) hours worked. In event the employee consents to work more than the consecutive days listed above, the employee

shall be paid time and one-half (1-1/2) for the time so worked, unless otherwise mutually agreed.

14.04 Hours between Shifts

For twelve (12) hour shifts and combinations of twelve (12) hour and eight (8) hour shifts, the Employer shall provide at least twelve (12) hours rest between shifts unless otherwise mutually agreed.

14.05 Paid for Full-Time Shifts

When an employee is called later than the employee can possibly arrive before the beginning of a shift, the employee will be paid for the whole twelve (12) hours.

15.01 Holidays

The following shall be considered holidays for the purpose of this Agreement:

- | | |
|--|------------------------|
| New Year's Day Heritage Day | First Monday in August |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Boxing Day |
| National Day for Truth and Reconciliation | Christmas Day |

In terms of applicable time off, full-time employees are entitled to ninety-six (96) holiday hours per year which shall be pro-rated for part-time employees.

15.02 Holiday on Scheduled Day-off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall be entitled to use applicable holiday hours off at a time mutually agreed upon between the employee and the Employer. For Part-Time employees, the provisions will be pro-rated.

15.03 Qualifying for Holidays

- (a) Subject to the provisions of Article 15.04, Full-Time employees shall be entitled to time off with pay pursuant to the applicable holiday hours for statutory holidays listed in Article 15.01.
- (b) In order to qualify for Holiday pay, Part-Time employee will be granted statutory holiday time off with pay only when they have accrued sufficient holiday hours. Part-Time employee shall accrue holiday hours on the basis of eight (8) paid holiday hours for each one hundred, seventy-three point three (173.3) regular hours paid.

15.04 Compensation for Work on Holiday

- (a) If an employee and Casual employee is scheduled to work or called in to work on a Holiday, the employee and Casual employee shall receive time and one-half (1-1/2) for all hours worked.

- (b) In addition to this overtime pay, the Full-Time employee shall receive
 - i) regular pay for the applicable holiday hours for that day,

 - or

 - ii) the applicable holiday hours off with pay added to their annual vacation.

 - or

 - iii) the applicable holiday hours off with pay at a time mutually agreed.

- (c) For Part-Time employees, the entitlement in lieu of the provision of Article 15.04 (b) will be pro-rated and shall be granted in accordance with the accrued entitlement as set out in Article 15.03(b).

19.08 Temporary Assignment to a Higher Classification


When an employee is temporarily assigned to perform work in a higher classification than their normal rate for more than twelve (12) hours in one (1) week, the employee shall be paid the higher rate. Should an employee be temporarily assigned to perform work in a lower classification, the employee shall continue to receive their normal rate of pay.

The parties agree that the 12 Hour Shift Memorandum of Agreement will remain in full force unless or until either party gives sixty (60) days notice to the other party of its intention to discontinue 12 Hour Shifts. Upon receipt of such notice, the receiving party shall have the right to a meeting with the other party prior to the sixty (60) days elapsing in order to discuss the reasons for discontinuing.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia this

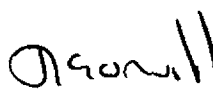
09th day of November , 2023.

For the Union:





For the Employer:





Memorandum of Agreement

Between:

Milford Haven

and

CUPE, Local 1723

Part-Time Scheduling

The Employer and the Union agree to the following procedure for scheduling shifts to part-time employees.

- (a) First, Part-Time Employees with Hours will have their defined and predetermined number of hours scheduled.
- (b) After the defined and pre-determined hours are scheduled, any extra shifts shall be offered to Part-Time Employees with Hours and Part-Time Employees without Hours on the basis of:
 - (a) seniority;
 - (b) availability;
 - (c) pursuant to any restrictions in the collective agreement; and
 - (d) up to a maximum of eighty (80) hours bi-weekly.
- (c) Except for the defined and pre-determined hours for Part-Time Employees with hours, there are no guaranteed hours or offers of hours for Part-Time Employees.
- (d) If a Part-Time Employee is offered an extra shift and declines for any reason, such offered shift shall be considered part of the maximum eighty (80) hours biweekly.
- (e) Part-Time Employees may request one (1) day of authorized unavailability for each seven (7) days. To be considered, the Part-Time Employee must make all such requests two weeks prior to the posting of the schedule to cover all weeks during the posting period. Such requests shall not be unreasonably denied and shall be based on operational requirements and, where necessary, seniority.
- (f) If a Part-Time Employee has been granted a day of authorized unavailability, such Part-Time Employee shall not be offered any extra shifts on that day. Since such Part-Time Employee is not offered on an authorized unavailability day, there is no decline and any shifts that would have been offered but for

the authorized unavailability shall not be considered part of the maximum eighty (80) hours biweekly.


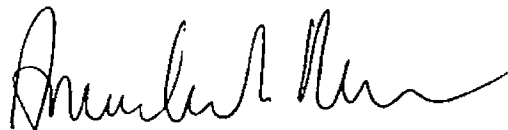
- (g) Where a Part-Time Employee is offered a shift, pursuant to **paragraph (b)** provision 2, which is declined, the Part-Time Employee **may** elect to use:
- (a) accumulated vacation hours, if available;
 - (b) applicable holiday hours, if available;
 - (c) accumulated overtime hours, if available, or
 - (d) if the reason for declining the shift was due to a medical, dental or specialist appointment, leave for medical, dental or specialist appointment, if available.

in place of the shift offered. In this limited circumstance, the Employer shall waive regular notification and/or permission requirements for the use of such benefits.


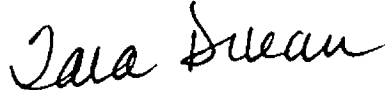
The parties agree that the Part-time Scheduling Memorandum of Agreement will remain in full force unless or until either party gives sixty (60) days notice to the other party of its intention to discontinue the Part-time Scheduling Memorandum. Upon receipt of such notice, the receiving party shall have the right to a meeting with the other party prior to the sixty (60) days elapsing in order to discuss the reasons for discontinuing.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this 29th day of November, 2023.

For the Union:

For the Employer:

Memorandum of Agreement

Between:

Milford Haven

and

CUPE, Local 1723

Employee Assistance Program (EAP)

Within 60 days of the signing of the agreement, the Employer will strike a committee to study the feasibility of enrolling all members in an Employee Assistance Program (EAP).


The committee will be composed of two Employer representatives and two employee representatives.

The mandate of the committee is to examine services offered and costs associated with such a program including possible premiums and eligibility.

The committee will provide a report and recommendations to the Board within 3 months.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this 29th day of November ,2023.

For the Union:





For the Employer:





Letter of Understanding

Between:

Milford Haven

and

CUPE, Local 1723

Cook Position

The Parties agree that upon the retirement of Frank Hall (Dietary Manager / Cook), the Employer shall post a position for a Cook who shall be a member of the Bargaining Unit.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia this
29 day of November, 2023

For the Union:

[Signature]

[Signature]

For the Employer:

[Signature]

[Signature]

Memorandum of Agreement

Between:

Milford Haven

and

CUPE, Local 1723

Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and inclusion in the workplace:

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.
 - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

DATED in the town of Guysborough in the County of Guysborough, Nova Scotia
this day of *November 29*, 2023.

For the Union:

For the Employer:

Ben Dait

O'Brien

Amanda

Tara O'Brien